



City of Seattle

REQUEST FOR PROPOSALS

Consultant Contract

**Project Title:
Technical Assistance Services
FAS-RFP-2019-001**

**Procurement Schedule
Table 1: Procurement Schedule**

Schedule of Events	Date/Time
Solicitation Release	February 7, 2019
Optional Pre-Submittal Conferences Seattle Municipal Tower 700 5 th Ave, Suite 4050/4060 Seattle, WA 98104 ----- 3 rd Optional Pre-Submittal Conference: Seattle Municipal Tower 700 – 5 th Ave, Suite 4110 (Bid Room)	9:00 A.M. to 11:00 A.M. on 2/19/2019 or 2:00 P.M to 4:00 P.M on 2/21/2019 ----- Conference Call Option available at: 206-386-1200 or 844-386-1200 Conference ID: 163283 ----- 9:00 A.M. to 11:00 A.M. on 3/6/2019 Conference Call Option 206-386-1200 or 844-386-1200 Conference ID: 12456895
Deadline for Questions	5:00 P.M. on 3/13/2019
Response Deadline	3:00 P.M. 3/21/2019
Interviews (if conducted)	Week of April 8, 2019
Announcement of Successful Proposer(s)	Week of April 22, 2019
Contract Execution	May 15, 2019

*The City reserves the right to modify this.
Changes will be posted on the City website or as otherwise stated.*

Procurement Contact Information

Procurement Contact: Steven Larson, Procurement Strategic Advisor, steven.larson@seattle.gov, 206-684-4529

Table 2: Delivery Address

It is important to use the correct address for the delivery method you chose.

Fed Ex & Hand Delivery - Physical Address	US Post Office - Mailing Address
Department of Finance and Administrative Service, City Purchasing and Contracting Services Division (CPCS) Seattle Municipal Tower 700 Fifth Avenue, Suite #4112 Seattle, Washington, 98104	Department of Finance and Administrative Service, City Purchasing and Contracting Services Division (CPCS) Seattle Municipal Tower P.O. Box 94687 Seattle, Washington, 98124-4687

Unless authorized by the Procurement Contact, no other City official or employee may speak for the City regarding this solicitation until award is complete. Any Proposer contacting other City officials or employees does so at Proposer's own risk. The City is not bound by such information.

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1. Purpose and Background.

The City is seeking to contract with an organization to provide procurement and contracting-related technical assistance services to firms interested in doing business with the City of Seattle in a prime or subcontracting capacity. The scope of the technical services shall include but not be limited to those described in Section 5, Scope of Work.

The services contemplated in this solicitation are consistent with the City's commitment to Women and Minority-Owned Businesses (WMBE) firms, as memorialized in the "Equality in Contracting" Ordinance, Seattle Municipal Code, Chapter 20.42 and Executive Orders issued in 2010 and 2014, which communicate the City's policies and priorities to maximize inclusion efforts to ensure WMBEs are afforded every opportunity for inclusion in City of Seattle procurement/contracting. The following website contains the referenced materials: <http://www.seattle.gov/city-purchasing-and-contracting/social-equity/wmbe>.

In 2017, the City approved funding to begin identifying the scope of services necessary to achieve the City's objectives. To facilitate the drafting of the scope of work for this solicitation, the City through its Department of Finance and Administrative Services (FAS), conducted two market surveys to identify desired scopes of services. The results of these surveys are available for viewing at the following website: <http://www.seattle.gov/city-purchasing-and-contracting/social-equity/wmbe>. In 2018, FAS contracted with the Thurston County Economic Development Council dba Procurement Technical Assistance Center (PTAC) to perform technical assistance services similar in scope to the services contemplated in this RFP. This contract ended on December 31, 2018. A copy of the contract and the final report summarizing the results of services provided are attached to this RFP as Exhibits 1 and 2 (see section 10.8):

Please note that while the City's primary objective is to provide technical assistance services to WMBE firms or other similarly disadvantaged businesses, it is the City's expectation that the successful Proposer will provide procurement or contracting related technical assistance to any firm interested in doing business with the City of Seattle for purchasing services, consultant contracting, or construction contracting services. The scope of technical assistance shall include but not be limited to those described in Section 5 of this RFP. The final scope shall be specified in the contract resulting from this RFP.

Considerations: The City is seeking to do business with an organization that can maximize technical assistance services to the target population (WMBE firms). In achieving this objective, the City is receptive to a variety of proposals and methods for accomplishing the services, including but not limited to, providing technical assistance services through a combination of group learning sessions and direct one-on-one technical assistance measures. Generally, the successful Proposer will be required to provide the services without use of City facilities and equipment. However, the City may be able to provide conference facilities on a discrete, non-recurring basis for certain types of technical assistance, e.g., coordinated events, group learning trainings. For purposes of program design and budget, proposers may assume the City would be willing to provide one-room conference facilities up to four times per year. In the event the Proposer elects to take advantage of the use of City facilities, the City will expect that the cost for the use of the facility (rental fee) shall not be included as part of the Proposer's cost proposal.

Many City departments have existing staff whose responsibilities include performing outreach and providing technical assistance to WMBE firms. It is not the City's intention that the organization selected will duplicate efforts of existing City staff, but rather will complement and affirmatively expand on City efforts. The organization that is selected will be expected to collaborate and work with City department staff, including project managers and City WMBE Managers, as well as various City procurement staff, to

ensure an understanding of City-wide practices and practices specific to each department in the provision of services contemplated in this solicitation.

Budget: The City's annual budget for these services is a maximum of \$200,000. For the first few months of the contract, funds will be pro-rated monthly, and any startup costs may be negotiated based on proposed budget.

2. Performance Schedule.

The initial contract term will be for one year from contract execution with an option for the City to renew for an additional one-year period, for a total possible contract term of two years.

3. Solicitation Objectives.

As a result of this solicitation, the City expects to affirmatively expand City efforts to provide economic inclusion opportunities for WMBE or other similarly disadvantaged firms, through the provision of technical assistance services. By providing these services, the City expects firms to increase their understanding of City procurement and contracting opportunities, procurement processes and understand contract requirements related to performance of the work in order to successfully compete for City contracts. The City will require tracking and reporting of the outcomes for technical assistance services awarded through this solicitation.

4. Minimum Qualifications.

No minimum qualifications are required for a consultant to submit a proposal response.

5. Scope of Work.

Basic Scope of Services

The City anticipates that the final contract awarded will include the scope of services as described in this Section 5, which include providing technical assistance to firms interested in doing business with the City of Seattle, with specific focus on WMBE firms and providing reporting and outcome information to the City. The scope of technical assistance services may include, but not be limited to the following areas.

Note: The listing of scope items below is not listed in any order of priority:

- 1) Assistance navigating the City of Seattle contracting processes by:
 - a) Providing firms with guidance to identify and respond to City contracting opportunities;

- b) Providing guidance in promoting or marketing to the City based on contract type, including assistance with finding department contact information; reviewing and drafting capability statements, marketing materials, etc.
 - c) Providing guidance to firms to understand contracting requirements for public works, purchasing, and consultant contracts and how they are important to the competitive process, including but not limited to:
 - Insurance requirements by contract type
 - Bonding requirements for construction contracts
 - General Terms and Conditions
 - Special Terms and Conditions
 - Social equity requirements as applicable, including understanding WMBE Inclusion Plans, prevailing wage, prompt pay requirements, etc.
 - Key Roles / Expectations for Primes vs Subcontractors
 - d) Providing guidance to firms to understand negotiation principles and identifying which terms and conditions are negotiable based on contract type;
 - e) Providing guidance to firms to understand requirements for responding to purchasing and construction bids, e.g., bid estimating;
 - f) Providing guidance to firms to understand requirements for preparing proposals in response to RFP/RFQs;
 - g) Providing guidance to firms to help them use and understand the City's debriefing process.
- 2) Guidance to firms seeking information regarding the following:
- a) Invoice preparation and submittal;
 - b) City of Seattle contract provisions whether as a prime contractor or as a subcontractor based on contract type, i.e., purchasing, consultant services, or construction contracts; and,
- 3) Business Development and Other Services: Provide guidance to firms seeking information regarding the following:
- a) Understanding business credit, importance of financial statements, and credit scores;
 - b) Information regarding access to capital or other similar resource information;
 - c) Considerations regarding increasing firm capacity, such as scaling up in seeking work, e.g., seeking work as a subcontractor versus seeking work as a prime contractor and the considerations involved in making such a decision.
 - d) Identifying and maintaining appropriate business registration/certification or other business profile information.

4) Outreach/Recruitment Services: Perform ongoing outreach/recruitment services to the target populations' contracting communities to garner interest and clients for the Proposer.

5) Work Plan: This is a scope of work deliverable as the City expects Proposers to submit a draft Work Plan as part of its response describing in detail the Proposer's plan for accomplishing its proposed scope of work and, if selected, a Final Work Plan as outlined in Section 8.

6) Reporting Deliverables

A) Program Progress Reports (Monthly)

On a monthly basis, the selected firm will submit progress reports to FAS/CPCS illustrating at a minimum the following detail (Note: The exact format and content of the reports will be negotiated based on final contract scope)

- 1) Status of each firm served, i.e., new firm or existing firm. For reporting purposes, "served" shall be defined as any firm that has completed and submitted an "Intake Form"
- 2) Number of firms served in the month
- 3) Type of procurement consulted on, i.e., purchase, consultant, or construction
- 4) The specific department, as applicable, the firm is seeking/doing business with
- 5) Number of City of Seattle contract opportunities attempted by each firm served, and noting whether the firm was seeking the opportunity as prime or as a sub.
- 6) Number of City of Seattle contract opportunities awarded to firms served

In addition, the selected firm may be asked to submit additional reports summarizing other metrics for the agreed upon scope to be incorporated into the final negotiated contract scope, including but not limited to:

- 1) Trainings Developed (specify what type of training, intended audience, and intended medium)
- 2) Number of Trainings Conducted (including number of attendees at each training and survey feedback from firms attending training containing information on usefulness of training)

B) Program Impact Reports (Quarterly)

On a quarterly basis, the selected firm will submit a program impact report illustrating at a minimum the following detail (Note: The exact format and content of the reports will be negotiated based on final contract scope)

- 1) For each firm served during the quarter, identify whether the firm reported the following concerning its revenue--- a) increase, b) decrease, c) no impact
- 2) For each firm served during the quarter, identify whether the firm reported the following concerning its workforce -- a) increase, b) decrease, 3) no impact

- 3) Summary of key/thematic barriers or challenges that firms are encountering when trying to compete for City services, whether as a prime or as a sub.
- 4) Key metrics assessed at Program Intake / Program Exit? These metrics will be decided on based on final negotiated contract scope and built into the forms attached as Exhibits Y and Z.

C) Final Report

The Consultant will provide a final report in the last two weeks of the contract term, unless the contract is extended, in which case the report shall be provided on an annual basis in the last two weeks of the contract term. The report will summarize the information provided on a monthly and quarterly basis and include such other metrics as may be negotiated.

7. Scope of Work Exclusions:

Services excluded from the contract resulting from this solicitation include the following:

- direct administrative support services, such as reception services,
- direct accounting services (for example-actual invoice preparation)
- direct financial services,
- direct legal or advocacy services,
- direct graphic design or other direct marketing services (for example serving as an agent for the client firm in marketing firm's services)

The City shall not pay for any services performed outside the approved scope of services. For clarification, the desired outcome of the services to be performed is to increase awareness and understanding of the City's procurement and contracting processes and requirements and to provide resource information as available concerning business development interests. To this end, the services to be performed shall focus on educational training, guidance, and resource sharing. Additionally, the successful Proposer shall not intervene in a contractual matter involving the City and a firm under contract with the City. The successful Proposer would be expected to refer such firm to the City's appropriate contact for information related to a specific contract matter.

6. Contract Modifications.

The City consultant contract is attached (the "Contract" - See Attachments Section).

Proposers must submit proposals taking into consideration all contract terms and conditions. Use of the City's contract is mandatory, and it is the City's expectation that any proposer who submits a response will accept the City's Contract without exception. The City reserves the right to negotiate changes to submitted proposals and to change the City's otherwise mandatory Contract form during negotiations, in the City's sole discretion. If the Consultant is awarded a contract and refuses to sign the attached Contract form, the City may reject the Proposer and decline to enter into a contract. Under no circumstances shall a Proposer submit its own boilerplate of terms and conditions.

7. Procedures and Requirements.

This section details City instructions and requirements for your submittal. The City reserves the right in its sole discretion to reject any Consultant response that fails to comply with the instructions.

7.1 Registration into the Online Business Directory

If you have not previously done so, register at: <http://www.seattle.gov/obd> The City expects all firms to register. Women- and minority- owned firms are asked to self-identify (see section 7.26). For assistance, call Julie Salinas at 206-684-0383.

7.2 Pre-Submittal Conference

The City offers two optional pre-submittal conference at the time, date and location on page 1. Proposers are highly encouraged to attend one of these conferences but are not required to attend to be eligible to propose. The meeting answers questions about the solicitation and clarify issues. This also allows Proposers to raise concerns. Failure to raise concerns over any issues at this opportunity will be a consideration in any protest filed regarding such items known as of the pre-proposal conference dates.

7.3 Questions.

Proposers may email questions to the Procurement Contact until the deadline stated on page 1. Failure to request clarification of any inadequacy, omission, or conflict will not relieve the Consultant of responsibilities under any subsequent contract. It is the responsibility of the interested Consultant to assure they receive responses to Questions if any are issued.

7.4 Changes to the RFP/RFQ.

The City may make changes to this RFP/RFQ if, in the sole judgment of the City, the change will not compromise the City's objectives in this solicitation. Any change to this RFP/RFQ will be made by formal written addendum issued by the City and shall become part of this RFP/RFQ.

7.5 Receiving Addenda and/or Question and Answers.

It is the obligation and responsibility of the Consultant to learn of addenda, responses, or notices issued by the City. Some third-party services independently post City of Seattle solicitations on their websites. The City does not guarantee that such services have accurately provided all the information published by the City.

All submittals sent to the City may be considered compliant with or without specific confirmation from the Consultant that any and all addenda was received and incorporated into your response. However, the Project Manager reserves the right to reject any submittal that does not fully incorporate Addenda that is critical to the project.

7.6 Proposal Submittal.

- a. Proposals must be received by the City no later than the date and time on page 1 except as revised by Addenda.
- b. All pages are to be numbered sequentially, and closely follow the requested formats.

- c. The City's page limits are specified in the Response Format section 8. Any pages that exceed the page limit will be excised from the document for purposes of evaluation.
- d. The submitter has full responsibility to ensure the response arrives at the City within the deadline. A response delivered after the deadline may be rejected unless waived as immaterial by the City given specific fact-based circumstances.

7.7 Hard Copy Submittal.

Delivery is to the location specified on Page 2, Table 2.

Submit one (1) original unbound and six (6) bound copies, The City will not accept Fax and CD copies as originals in lieu of paper or electronic e-mail copy submittals. If a CD or fax version is delivered to the City, the paper or electronic e-mail copy will still be the only official version accepted by the City.

- a. Hard-copy responses should be in a sealed box or envelope, clearly marked and addressed with the City contact person's name, the solicitation title and number. If submittals are not clearly marked, the Proposer risks the response being misplaced and not properly delivered or date/time stamped.
- b. The Submittal may be hand-delivered or otherwise be received by the Procurement Contact at the address provided, by the submittal deadline. Delivery errors will result without careful attention to the proper address.
- c. Do not use plastic or vinyl binders or folders. The City encourages you to use fully 100% recycled stock.

7.8 Electronic Submittal.

The City allows and will accept an electronic submittal in lieu of an official paper submittal noted above.

- a. The electronic submittal is e-mailed to the Procurement Contact (see page 2), by the submittal deadline (Procurement Schedule, Table 1, Page 1 or as otherwise amended).
- b. Title the e-mail so it won't be lost in an e-mail stream, e.g., "City of Seattle Technical Assistance Services, FAS-RFP-2019-001".
- c. Any risks associated with an electronic submittal are borne by the Proposer.
- d. The City's e-mail system will typically allow documents up to 20 Megabytes.
- e. If the Proposer also submits a hard-copy, the hard copy has precedence in case of any inconsistency between the hard copy and electronic submission.

7.9 Proposer Responsibility to Provide Full Response.

It is the Proposer's responsibility to respond in a manner that does not require interpretation or clarification by the City. The Proposer is to provide all requested materials, forms and information. The Proposer is to ensure the materials submitted properly and accurately reflect the Proposer's offering. During scoring and evaluation (prior to interviews if any), the City will rely upon the submitted materials and shall not accept materials from the Proposer after the RFP/RFQ deadline; this does not limit the City's right to consider additional information (such as references that are not provided by the Proposer but are known to the City, or past City experience with the consultant), or to seek clarifications as needed.

7.10 Prohibited Contacts.

Proposers shall not interfere in any way to discourage other potential and/or prospective proposers from proposing or considering a proposal process. A prohibited contact includes but is not limited to any contact, whether direct or indirect (i.e. in writing, by phone, email or other, and by the Proposer or another

person acting on behalf of the Proposer) to a likely firm or individual that may discourage or limit competition. If such activity is evidenced to the satisfaction and in sole discretion of the City department, the Proposer that initiates such contact may be rejected from the process.

7.11 License and Business Tax Requirements.

The Consultant must meet all applicable licensing requirements immediately after contract award or the City may reject the Consultant. Companies must license, report and pay revenue taxes for the Washington State business License (UBI#) and Seattle Business License, if required by law. Carefully consider those costs before submitting an offer, as the City will not separately pay or reimburse such costs.

Seattle Business Licensing and associated taxes.

- a. If you have a “physical nexus” in the city, you must obtain a Seattle Business license and pay all taxes due before the Contract can be signed.
- b. A “physical nexus” means you have physical presence, such as: a building/facility/employee(s) in Seattle, you make sales trips into Seattle, your own company drives into Seattle for product deliveries, and/or you conduct service work in Seattle (repair, installation, service, maintenance work, on-site consulting, etc).
- c. We provide a Consultant Questionnaire Form in our submittal package items later in this RFP/RFQ, and it will ask you to specify if you have “physical nexus”.
- d. All costs for any licenses, permits and Seattle Business License taxes owed shall be borne by the Consultant and not charged separately to the City.
- e. The apparent successful Consultant(s) must immediately obtain the license and ensure all City taxes are current, unless exempted by City Code due to reasons such as no physical nexus. Failure to do so will cause rejection of the submittal.
- f. The City of Seattle Application for a Business License and additional licensing information can be found this page here: <http://www.seattle.gov/licenses/get-a-business-license>
- g. You can find Business License Application help here: <http://www.seattle.gov/licenses/get-a-business-license/license-application-help>
- h. Self-Filing You can pay your license and taxes on-line using a credit card www.seattle.gov/self/
- i. For Questions and Assistance, call the Revenue and Consumer Protection (RCP) office which issues business licenses and enforces licensing requirements. The general e-mail is rca@seattle.gov. The main phone is 206-684-8484.
- j. The licensing website is <http://www.seattle.gov/licenses>
- k. If a business has extraordinary balances due on their account that would cause undue hardship to the business, the business can contact the License and Tax Administration office at tax@seattle.gov to request additional assistance.
- l. Those holding a City of Seattle Business license may be required to report and pay revenue taxes to the City. Such costs should be carefully considered by the Consultant prior to submitting your offer. When allowed by City ordinance, the City will have the right to retain amounts due at the conclusion of a contract by withholding from final invoice payments.

7.12 State Business Licensing.

Before the contract is signed, you must have a State of Washington business license (a “Unified Business Identifier” known as a UBI#). If the State of Washington has exempted your business from State licensing (some foreign companies are exempt and sometimes, the State waives licensing because the company has no physical presence in the State), then submit proof of that exemption to the City. All costs for any licenses, permits and associated tax payments due to the State because of licensing shall be borne by the Consultant and not charged separately to the City. Instructions and applications are at <http://bls.dor.wa.gov/file.aspx> and the State of Washington Department of Revenue is available at 1-800-647-7706.

7.13 Federal Excise Tax.

The City is exempt from Federal Excise Tax.

7.14 No Guaranteed Utilization.

The City does not guarantee utilization of any contract(s) awarded through this RFP/RFQ process. The solicitation may provide estimates of utilization; such information is for Consultant convenience and not a usage guarantee. The City reserves the right to issue multiple or partial awards, and/or to order work based on City needs. The City may turn to other appropriate contract sources or supplemental contracts to obtain these same or similar services. The City may re-solicit for new additions to the Consultant pool. Use of such supplemental contracts does not limit the right of the City to terminate existing contracts for convenience or cause.

7.15 Expansion Clause.

The contract limits expansion of scope and new work not expressly provided for within the RFP/RFQ.

Expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with the following:

(a) New Work is not reasonable to solicit separately; (b) is for reasonable purpose; (c) was not reasonably known by the City or Consultant at time of solicitation or was mentioned as a possibility in the solicitation (i.e. future phases of work, or a change in law); (d) is not significant enough to be regarded as an independent body of work; (e) would not attract a different field of competition; and (f) does not change the identity or purpose of the Agreement.

The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not subject to these limitations, such as additional phases of Work anticipated during solicitation, time extensions, and Work Orders issued on an On-Call contract. Expansion must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

The City reserves the right to independently solicit and award any New Work to another firm when deemed appropriate or required by City policy.

7.16 Effective Dates of Offer.

Solicitation responses are valid until the City completes award. Should any Proposer object to this condition, the Proposer must object prior to the Q&A deadline on page 1.

7.17 Cost of Preparing Proposals.

Proposers are responsible for all costs associated with responding to this RFP. The City is not liable for costs incurred by the Proposer to prepare, submit and present proposals, interviews and/or demonstrations.

7.18 Readability.

The City's ability to evaluate proposals is influenced by the organization, detail, comprehensive material and readable format of the response.

7.19 Changes or Corrections to Proposal Submittal.

Prior to the submittal due date, a Consultant may change its proposal, if initialed and dated by the Consultant. No changes are allowed after the closing date and time.

7.20 Errors in Proposals.

Proposers are responsible for errors and omissions in their proposals. No error or omission shall diminish the Proposer's obligations to the City under any resulting contract.

7.21 Withdrawal of Proposal.

A submittal may be withdrawn by written request of the submitter.

7.22 Rejection of Proposals.

The City reserves the right to reject any or all proposals in the City's sole discretion with no penalty. The City may waive immaterial defects and minor irregularities in any submitted proposal.

7.23 Incorporation of RFP/RFQ and Proposal in Contract.

This RFP/RFQ and Proposer's response, including promises, warranties, commitments, and representations made in the successful proposal once accepted by the City, are binding and incorporated by reference in the City's contract with the Proposer.

7.24 Independent Contractor.

The Consultant works as an independent contractor. The City will provide appropriate contract management, but that does not constitute a supervisory relationship to the consultant. Consultant workers are prohibited from supervising City employees or from direct supervision by a City employee. Prohibited supervision tasks include conducting a City of Seattle Employee Performance Evaluation, preparing and/or approving a City of Seattle timesheet, administering employee discipline, and similar supervisory actions.

Contract workers shall not be given City office space unless expressly provided for below, and in no case shall such space be provided for over 36 months without specific authorization from the City.

The City will not provide space in City offices for performance of this work except as may be specified or negotiated. Consultants will perform all work from their own office space or the field. If some work is performed in City space, the City will not charge rent, but the Consultant will not be allowed to include this cost in its proposal to bill the City. Instead, the Consultant should absorb and incorporate the expectation of such office space within the Consultant plan for the work and costs. City workspace is exclusively for the project and not for any other Consultant purpose. If the Consultant worker does not need City workspace as expected, this does not change the contract costs.

7.25 Equal Benefits.

Seattle Municipal Code Chapter 20.45 (SMC 20.45) requires consideration of whether Proposers provide health and benefits that are the same or equivalent to the domestic partners of employees as to spouses of employees, and of their dependents and family members. The Consultant Questionnaire requested in the Submittal instructions includes materials to designate your equal benefits status.

7.26 Women and Minority Subcontracting.

The Mayor's Executive Order and City ordinance require the maximum practicable opportunity for successful participation of minority and women-owned subcontracts. All proposers must agree to SMC Chapter 20.42, and seek meaningful subconsultant opportunities with WMBE firms. The City requires a plan for including minority- and women-owned firms, which becomes a material part of the contract. The Plan must be responsive in the opinion of the City, which means a meaningful and successful search and commitments to include WMBE firms for subcontracting work. The City reserves the right to improve the Plan with the winning Consultant before contract execution. Consultants should use selection methods and strategies sufficiently effective for successful WMBE participation. At City request, Consultants must furnish evidence such as copies of agreements with WMBE subconsultants either before contract execution

or during contract performance. The winning Consultant must request written approval for changes to the Inclusion Plan once it is agreed upon. This includes changes to goals, subconsultant awards and efforts.

WMBE firms need not be state certified to meet the City's WMBE definition. The City defines WMBE firms as at least 51% (percent) owned by women and/or minority. To be recognized as a WMBE, register on the City's [Online Business Directory](#). Federally funded transportation projects require a Disadvantaged Business Enterprises (DBE) program; for that program, firms must be certified by the [Washington State Office of Minority and Women Business Enterprises \(OMWBE\)](#).

7.27 Insurance Requirements.

Any special insurance requirements are provided as an Attachment. If attached, provide proof of insurance and additional insured endorsement policy language to the City before Contract execution. The apparent successful Proposer must promptly provide proof of insurance to the City upon receipt of the notice of intent to award.

Consultants are encouraged to immediately contact their Broker to begin preparation of the required insurance documents, if the Consultant is selected as a finalist. Proposers may elect to provide the requested insurance documents within their Proposal.

7.28 Proprietary Materials.

The State of Washington's Public Records Act (Release/Disclosure of Public Records) Under Washington State Law (reference RCW Chapter 42.56, the Public Records Act) all materials received or created by the City of Seattle are considered public records. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, or other bid material.

The State of Washington's Public Records Act requires that public records must be promptly disclosed by the City upon request unless that RCW or another Washington State statute specifically exempts records from disclosure. Exemptions are narrow and explicit and are listed in Washington State Law (Reference RCW 42.56 and RCW 19.108).

Bidders/proposers must be familiar with the Washington State Public Records Act and the limits of record disclosure exemptions. For more information, visit the Washington State Legislature's website at <http://app.leg.wa.gov/rcw/default.aspx?cite=42.56>.

If you have any questions about disclosure of the records you submit with your bid, contact the Procurement Contact named in this document.

Marking Your Records Exempt from Disclosure (Protected, Confidential, or Proprietary)

As mentioned above, all City of Seattle offices ("the City") are required to promptly make public records available upon request. However, under Washington State Law some records or portions of records are considered legally exempt from disclosure and can be withheld. A list and description of records identified as exempt by the Public Records Act can be found in RCW 42.56 and RCW 19.108.

If you believe any of the records you are submitting to the City as part of your bid/proposal or contract work products, are exempt from disclosure you can request that they not be released before you receive notification. To do so you must complete the City Non-Disclosure Request Form ("the Form") provided by the City (see page 4 on the Consultant Questionnaire) and very clearly and specifically identify each record and the exemption(s) that may apply. (If you are awarded a City contract, the same exemption designation will carry forward to the contract records.)

The City will not withhold materials from disclosure simply because you mark them with a document header or footer, page stamp, or a generic statement that a document is non-disclosable, exempt, confidential, proprietary, or protected. Do not identify an entire page as exempt unless each sentence is within the exemption scope; instead, identify paragraphs or sentences that meet the specific exemption criteria you cite on the Form. Only the specific records or portions of records properly listed on the Form will be protected and withheld for notice. All other records will be considered fully disclosable upon request.

If the City receives a public disclosure request for any records you have properly and specifically listed on the Form, the City will notify you in writing of the request and will postpone disclosure. While it is not a legal obligation, the City, as a courtesy, will allow you up to ten business days to file a court injunction to prevent the City from releasing the records (reference RCW 42.56.540). If you fail to obtain a Court order within the ten days, the City may release the documents.

The City will not assert an exemption from disclosure on your behalf. If you believe a record(s) is exempt from disclosure you are obligated to clearly identify it as such on the Form and submit it with your solicitation. Should a public record request be submitted to City Purchasing for that record(s), you can then seek an injunction under RCW 42.56 to prevent release. By submitting a bid document, the bidder acknowledges this obligation; the proposer also acknowledges that the City will have no obligation or liability to the proposer if the records are disclosed.

Requesting Disclosure of Public Records

The City asks bidders and their companies to refrain from requesting public disclosure of bids until an intention to award is announced. This measure is intended to protect the integrity of the solicitation process particularly during the evaluation and selection process or in the event of a cancellation or re-solicitation. With this preference stated, the City will continue to be responsive to all requests for disclosure of public records as required by State Law. If you do wish to make a request for records, visit <https://www.seattle.gov/public-records/public-records-request-center>.

7.29 Ethics Code.

Familiarize yourself with the City Ethics code: http://www.seattle.gov/ethics/etpub/et_home.htm. For an in depth explanation of the City's Ethics Code for Contractors, Vendors, Customers and Clients, visit: <http://www.seattle.gov/ethics/etpub/faqcontractorexplan.htm>. Any questions should be addressed to Seattle Ethics and Elections Commission at 206-684-8500.

No Gifts and Gratuities.

Consultants shall not directly or indirectly offer anything (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work, or meals) to any City employee, volunteer or official, if it is intended or may appear to a reasonable person to be intended to obtain or give special consideration to the Consultant. An example of this is giving sporting event tickets to a City employee who is also on the evaluation team of a solicitation to which you submitted or intend to submit. The definition of what a "benefit" would be is broad and could include not only awarding a contract but also the administration of the contract or evaluating contract performance. The rule works both ways, as it also prohibits City employees from soliciting items from Consultants.

Involvement of Current and Former City Employees.

The Consultant Questionnaire within your submittal documents prompts you to disclose any current or former City employees, official or volunteer that is working or assisting on solicitation of City business or on completion of an awarded contract. Update that information during the contract.

Contract Workers with over 1,000 Hours.

The Ethics Code applies to Consultant workers that perform over 1,000 cumulative hours on any City contract during any 12-month period. Any such employee must abide by the City Ethics Code. The Consultant is to be aware and familiar with the Ethics Code accordingly.

No Conflict of Interest.

Consultant (including officer, director, trustee, partner or employee) must not have a business interest or a close family or domestic relationship with any City official, officer or employee who was, is, or will be involved in selection, negotiation, drafting, signing, administration or evaluating Consultant performance. The City shall make sole determination as to compliance.

Campaign Contributions (Initiative Measure No. 122)

Elected officials and candidates are prohibited from accepting or soliciting campaign contributions from anyone having at least \$250,000 in contracts with the City in the last two years or who has paid at least \$5,000 in the last 12 months to lobby the City. See Initiative 122, or call the Ethics Director with questions. For questions about this measure, contact: Polly Grow, Seattle Ethics and Elections, 206-615-1248, or polly.grow@seattle.gov.

7.30 Background Checks and Immigrant Status.

Background checks will not be required for workers that will be performing the work under this contract. The City has strict policies regarding the use of Background checks, criminal checks, immigrant status, and/or religious affiliation for contract workers. The policies are incorporated into the contract and available for viewing on-line at <http://www.seattle.gov/city-purchasing-and-contracting/social-equity/background-checks>.

7.31 Notification Requirements for Federal Immigration Enforcement Activities.

Prior to responding to any requests from an employee or agent of any federal immigration agency including the Immigration and Customs Enforcement (ICE), the U.S. Department of Homeland Security (DHS), Homeland Security Investigations (HSI), Enforcement Removal Operations (ERO), Customs and Border Protection (CBP), and U.S. Citizenship and Information Services (USCIS) regarding your City contract, Consultants shall notify the Project Manager immediately.

Such requests include, but are not limited to:

- a. requests for access to non-public areas in City buildings and venues (i.e., areas not open to the public such as staff work areas that require card key access and other areas designated as “private” or “employee only”); or
- b. requests for data or information (written or oral) about workers engaged in the work of this contract or City employees.

No access or information shall be provided without prior review and consent of the City. The Consultant shall request the ICE authority to wait until the Project Manager is able to verify the credentials and authority of the ICE agent and will direct the Consultant on how to proceed.

8. Response Materials and Submittal.

Prepare your response as follows. Use the following format and provide all attachments. Failure to provide all information below on proper forms and in order requested, may cause the City to reject your response.

1. Mandatory - Consultant Questionnaire:

Submit the following in your response, even if you sent one in to the City for previous solicitations.

<http://www.seattle.gov/Documents/Departments/FAS/PurchasingAndContracting/Consulting/fas-cpcs-consultant-questionnaire.docx>

2. Letter of interest (optional).

3. Proof of Legal Business Name (if applicable):

Provide a certificate or documentation from the Secretary of State in which you incorporated that shows your company legal name. Many companies use a "Doing Business As" name or nickname in daily business; the City requires the legal name for your company, and if you are submitting as an individual or sole proprietor, the City needs your full legal name. When preparing all forms below, use the proper company legal name. Your company's legal name can be verified through the State Corporation Commission in the state in which you were established, which is often located within the Secretary of State's Office for each state. For the State of Washington, see

<http://www.secstate.wa.gov/corps/>

4. Mandatory – Consultant Inclusion Plan:

You must submit the following in your response.

Click on the following link to open the Consultant Inclusion Plan:

<http://www.seattle.gov/Documents/Departments/FAS/PurchasingAndContracting/WMBE/fas-cpcs-consultant-inclusion-plan.docx>

5. Mandatory - Proposal Response:

This document details the submittal requirements for your proposal response. The City will use the information below to evaluate and score your proposal. Proposers shall provide their own Proposal Response form. However, Proposers are advised to provide comprehensive response to the categories section below and arrange proposals in the following order:

Requested Response Category	Response length
I. Proposer Capacity and Organization	Total proposal response length not to exceed 16 pages typed and double spaced. <i>Font: Size 12</i>
II. Experience	
III. Proposal	
IV. Cultural Competency	
V. Proposal Cost	
VI. Inclusion Plan	

I. Proposer Capacity & Organization - Maximum 10 Points

1. Describe your organization, mission and history and relevant connections to the scope of this RFP.	This section may be two pages maximum - typed in response to this RFP <i>Font: Size 12</i>
2. If using subconsultant, describe the same for each subconsultant. If using subconsultant (often termed “partners”), provide the same for each.	
3. If applicable, describe your experience working with chosen subconsultant. This should emphasize your ability to work successfully together.	
4. Briefly describe your experience reporting data on program outcomes, and invoicing for services. <i>(Evaluators will be looking for evidence that you know how to manage the pressures for outcomes, deliverables and understand the need for metrics).</i>	
5. <i>Attachments for this section <u>not</u> part of page count:</i> Please attach an organization chart showing the project manager, and each individual who will be performing work on the contract including any that are subconsultants to you, and the proposed roles and responsibilities for each individual. Attach a resume for each individual associated with this proposal.	Org chart and resumes NOT included in page count for this section or RFP total page count

II. Agency Experience: Please explain proposer experience specifically related to this RFP - Maximum 15 points

1. Provide the accomplishments and successes you have had in performing the technical services contemplated in this RFP. This may include both your experiences as the “prime” and any subconsultant you have joining your team.	This section does not have a minimum or maximum page number allotment, however counts toward total 16 page count typed response to this RFP <i>Font: Size 12</i>
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III. Agency Proposal - Maximum 40 points

Please use this section to describe your proposal.

1. Describe your program in detail, such that the evaluators can easily and clearly understand what you are proposing. Evaluators will look for things that explain and convince evaluators about how the proposal will be able to accomplish the proposed scope of technical services as outlined in this RFP.	This section does not have a minimum or maximum page number allotment, however counts toward total 16 page count typed response to this RFP <i>Font: Size 12</i>
2. Describe why this approach will be successful at meeting the City's objectives concerning increasing the inclusion of the target population in City contracts. Identify why your solution is a best practice, unique, or offers a proven strategy. Provide evidence, data and/or experiences that prove the case.	
3. Describe how your organization will engage target audiences and industry professionals in completing program design and implementation.	
4. Provide a work plan that identifies the major tasks and schedule and the individual who you propose to perform each task. This work plan should also correlate to your cost proposal, with a strong and clear correlation with the tasks or major completed steps in your work plan to the payment you would seek.	

IV. Cultural Competency- Maximum 5 points

1. Describe how you ensure services will be culturally relevant, sensitive and linguistically appealing to the firms served, including these elements in your staffing, outreach and service design.	This section does not have a minimum or maximum page number allotment, however counts toward total 16 page count typed response to this RFP <i>Font: Size 12</i>
2. How does the diversity of your project staff and agency and board reflect those of the participants served?	

V. Proposal Cost - Maximum 20 points

1. Submit a total cost to design, implement, and then to manage on an annual basis all phases of your proposed scope of work. Provide the major cost components for your proposal, with the cost components totaling to a "fixed price" cost proposal that is all inclusive of all direct, indirect and overhead costs that will be charged to the City for the services the Proposer proposes to perform and deliver to complete the work.	May use spreadsheet format otherwise. This section does not have a minimum or maximum page number allotment, however counts toward total 16 page count typed response
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<p>Do not include contingency or assumptions in your cost proposal. Instead, you may include a separate breakdown for out-of-scope costs, including scope of work, hours and any assumptions for the City to consider in your proposal.</p> <p>The City may request additional clarification or a breakdown of the hours and costs with the top ranking proposers.</p>	<p>to this RFP <i>Font: Size 12</i></p>
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VI> **Inclusion Plan- Maximum 10 points**

<p>1. The Proposer must submit the Inclusion Plan as part of its response. See Section 7.26 and the attached Inclusion Plan for more information regarding this requirement and how it will be evaluated.</p>	<p>Not included in page count and provided on City form</p>
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Submittal Checklist.

Your response should be packaged with each of the following. This list assists with quality control before submittal of your final package. Addenda may change this list; check any final instructions:

1. Mandatory – Consultant Questionnaire.
2. Mandatory – Proof of Legal Business Name
3. Mandatory – Consultant Inclusion Plan
4. Mandatory – Proposal Response (see Proposal Response Section, above).
5. Mandatory – Cost Proposal
6. Optional – Letter of Interest. Consultant may include a Letter of Interest no longer than a single 8.5" x 11" page. However, since this is optional, the City does not guarantee it will be read and it will not be counted in the page limits, evaluation or scoring.

9. Selection Process.

9.1 Initial Screening

The City will review responses for responsiveness and responsibility. Those found responsive and responsible based on an initial review shall proceed to Step 2. Equal Benefits, an Inclusion Plan, satisfactory financial responsibility and other elements are screened in this Step. A significant failure to perform on past City projects may also be considered in determining the responsibility of a firm.

9.2 Proposal Evaluation

Using a consultant evaluation committee, the City will evaluate proposals using the criteria below. Responses will be evaluated, scored and ranked. Proposals that best meet the goals of the City in providing the technical assistance services as contemplated in Section 5 will be evaluated more favorably, consistent with the ratings below and taking into consideration thoroughness and clarity of the responses, experience and qualifications, past performance, and response to the Inclusion Plan. Proposers are encouraged to collaborate and partner with other organizations to form a partnership in responding to this solicitation,

forming a lead organization and consultant/subconsultant relationship in order to provide enhanced and accessible technical assistance.

Evaluation Criteria:

Proposer Capacity and Organization	10
Agency Experience	15
Agency Proposal	40
Cultural Competency	5
Cost Proposal	20
Inclusion Plan	10
Proposal Subtotal-Maximum possible score	100
Interviews (if conducted)	100
Total maximum score (if interviews conducted)	200

9.3 Interviews

The City may interview top ranked firms from the proposal evaluation. If interviews are conducted, rankings of firms shall be determined by the City, using the combined results of interviews and proposal submittals. Consultants invited to interview are to bring the assigned key person(s) named by the Consultant in the Proposal, and may bring other key personnel named in the Proposal. The Consultant shall not bring individuals who do not work for the Consultant or are not on the project team without advance authorization by the Procurement Contact. If interviews are conducted, they will be worth 100 additional points.

9.4 References

The City may contact one or more references. The City may use references named or not named by the Proposer. The City may also consider the results of performance evaluations issued by the City on past projects.

9.5 Selection

The City shall select the highest ranked Proposer for award including written proposal and the interview (If applicable). The City reserves the right to make a final selection based on the combined results of the Consultant Evaluation Committee.

9.6 Contract Negotiations

The City may negotiate elements of the proposal as required to best meet the needs of the City, with the apparent successful Proposer. The City may negotiate any aspect of the proposal or the solicitation. The City does not intend to negotiate the base contract, which has been attached (See Attachments). Please note the following scope element expectations that will be part of the contract negotiations process:

- a) Final scope of work: The selected Proposer will work with the City to establish the final scope of

services to be performed based on the proposed scope of services, which shall include outreach/recruitment services.

b) Client Intake and Assessment Process

The selected Proposer will produce for the City's approval a Client Intake Form and report or plan for gauging client needs as well as client satisfaction and performance outcomes. The Client Intake Form will be used to identify the services a firm is seeking, along with any expected outcomes for the firm as well as a Client Survey form that will be used to assess client satisfaction with the services rendered.

c) Final Work Plan

After a selection decision is made, the selected Proposer will provide a final Work Plan using the final scope of work, identifying the specific work elements to be performed and completed during the term of the contract, by month and quarter as appropriate. The Work Plan must identify every scope element and the time period the work will be completed within the contract term. It is understood that some of the scope elements as negotiated will be performed on an on-going basis and others will either be performed once or will be performed a discrete number of times.

d) Reporting/Performance Metrics

The City's expectations for reporting are as outlined in Section 5 of the RFP.

9.7 Right to Award to next ranked Consultant.

If a contract is executed resulting from this solicitation and is terminated within 90-days, the City may return to the solicitation process to award to the next highest ranked responsive Consultant by mutual agreement with such Consultant. New awards thereafter are also extended this right.

9.8 Repeat of Evaluation:

If no Consultant is selected at the conclusion of all the steps, the City may return to any step in the process to repeat the evaluation with those proposals active at that step. The City shall then sequentially step through all remaining steps as if conducting a new evaluation process. The City reserves the right to terminate the process if no proposals meet its requirements.

10. Award and Contract Execution.

The Procurement Contact will provide timely notice of an intent to award to all Consultants responding to the Solicitation.

10.1 Protests.

Interested parties that wish to protest any aspect of this RFP selection process shall provide written notice to the Procurement Contact.

10.2 Protests – City Purchasing and Contracting Services.

The City has rules to govern the rights and obligations of interested parties that desire to submit a complaint or protest to this process. See the City website at <http://www.seattle.gov/city-purchasing-and-contracting/solicitation-and-selection-protest-protocols>. Interested parties have the obligation to know of and understand these rules, and to seek clarification from the City. Note there are time limits on protests, and submitters have final responsibility to learn of results in sufficient time for such protests to be filed in a timely manner.

10.3 Limited Debriefs.

The City issues results and award decisions to all bidders. The City provides debriefing on a limited basis for the purpose of allowing bidders to understand how they may improve in future bidding opportunities.

10.4 Instructions to the Apparently Successful Consultant(s).

The Apparently Successful Consultant(s) will receive an Intent to Award Letter from the Procurement Contact after award decisions are made by the City. The Letter will include instructions for final submittals due prior to execution of the contract.

Once the City has finalized and issued the contract for signature, the Consultant must execute the contract and provide all requested documents within ten (10) business days. This includes attaining a Seattle Business License, payment of associated taxes due, and providing proof of insurance. If the Consultant fails to execute the contract with all documents within the ten (10) day time frame, the City may cancel the award and proceed to the next ranked Consultant, or cancel or reissue this solicitation. Cancellation of an award for failure to execute the Contract as attached may disqualify the firm from future solicitations for this same work.

10.5 Checklist of Requirements Prior to Award.

The Consultant(s) should anticipate the Letter will require at least the following. Consultants are encouraged to prepare these documents when possible, to eliminate risks of late compliance.

- Seattle Business License is current and all taxes due have been paid.
- State of Washington Business License.
- Evidence of Insurance (if required)
- Special Licenses (if any)

10.6 Taxpayer Identification Number and W-9.

Unless the Consultant has already submitted a Taxpayer Identification Number and Certification Request Form (W-9) to the City, the Consultant must execute and submit this form prior to the contract execution date.

<http://www.irs.gov/pub/irs-pdf/fw9.pdf>

10.7 Insurance Requirements

Standard insurance will be required for the selected firm upon contract execution. The requirements are provided on Insurance Transmittal Form below.

<http://www.seattle.gov/Documents/Departments/FAS/PurchasingAndContracting/Consulting/fas-city-finance-risk-transmittal-consultant-services.docx>

10.8 Standard Consultant Contract Template

The City's standard contract template is provided here for your convenience so that you are aware of the City's terms and conditions. Do not complete the form:

<http://www.seattle.gov/Documents/Departments/FAS/PurchasingAndContracting/Consulting/fas-cpcs-consultant-standard-roster-consultant-agreement.docx>

10.8 Resource Documentation

Exhibit 1 and Exhibit 2 are attached to the project home page on the City's Consultant Connection.

